

MEMORANDUM OF UNDERSTANDING

by and between

HARTFORD BOARD OF EDUCATION

and

THE TRUSTEES OF TRINITY COLLEGE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as this or the "Agreement"), effective as of the 18th day of June, 2019 (the "Effective Date"), by and between the **HARTFORD BOARD OF EDUCATION**, a municipal body and state agent established pursuant to Chapter IX, Section 1 of the Charter of the City of Hartford, Connecticut, with an office at 960 Main Street, 8th Floor, Hartford, Connecticut 06103 ("the Board"), and **THE TRUSTEES OF TRINITY COLLEGE**, a non-profit institution of higher education, located at 300 Summit Street, Hartford, Connecticut 06106 ("the College"), each sometimes hereinafter referred to individually as a "Party," and collectively, as the "Parties".

WITNESSETH:

WHEREAS, the Board oversees and manages the public schools of the City of Hartford ("HPS"), and desires to provide the highest quality education available to the children of the City of Hartford;

WHEREAS, the College specializes in instructing students in the liberal arts and sciences, and has an interest in using its intellectual capital and knowledge of higher education to assist in preparing more students from Hartford and the greater Hartford area to attend and to succeed in college;

WHEREAS, the mission of HPS states, "In partnership with our families and community, inspire and prepare ALL students to meet success in and beyond school;"

WHEREAS, the mission of the College states, "Trinity College prepares students to be bold, independent thinkers who lead transformative lives."

WHEREAS, the HPS Board seeks to provide quality instruction and support to ensure students graduate ready for college and life and to strengthen relationships with families, businesses, government, faith-based groups, and the community;

WHEREAS, the College has a rich community involvement tradition and was a lead partner in the development of the Learning Corridor in partnership with Southside Institutions Neighborhood Alliance;

WHEREAS, the Board and the College recognize the past success in transforming the Hartford Magnet Middle School (the "School") on the Learning Corridor campus from a 6-8 grade configuration to a 6-12 grade configuration school now known as Hartford Magnet Trinity College Academy ("HMTCA") in recognition of the emphasis the Academy will place on preparing students to attend and to succeed in college in general, and the high standard of higher education represented by the College.

WHEREAS, the College intends to be an on-going advisor in the design of the School's curriculum and a participant in the oversight of the management of the School through representation on the School's Governance Council and forming an HMTCA-Trinity College Partnership Advisory Committee, which will be referred to subsequently as the "Partnership Committee";

WHEREAS, the Parties desire this Agreement to become effective as of the Effective Date immediately upon signing,

NOW THEREFORE:

In consideration of the mutual promises herein contained, the Parties agree as follows:

1. Purpose of this Agreement. This Agreement establishes a framework for cooperative efforts between the Parties as it pertains to the Academy in accordance with the design specifications therefor submitted by the Hartford Public Schools Office of School Design and approved by the Board (the "Design Specifications"), which Design Specifications are attached as Exhibit A and made a part hereof. The scope of this Agreement, beyond the operational guidelines established by the Board's School Governance Council Policy, which guidelines are attached hereto as Exhibit B and made a part hereof, shall include the following: involvement of College faculty and students; Pre-9th Grade Writing & Study Skills Program; the Early College Program, collaboration in research and practice; and other activities and programs as may be mutually agreed by the Parties. This Agreement shall provide the foundation and framework for joint collaborative efforts between the Parties and will be referenced in any subsequent, more detailed agreements between them. The Parties retain discretion by mutual written consent to expand this Agreement's scope. In the event of a conflict between this MOU and the terms of Exhibit A or Exhibit B, the terms of this MOU shall control and prevail.

2. Term and Renewal; Termination. This Agreement shall be for a period of ten (10) years commencing on the Effective Date ("Term"). Upon the Term's initial expiration, the Term shall automatically renew for an additional three (3) years absent a nonrenewal notice duly delivered by either Party as set forth below. If a Party gives nonrenewal notice to the other Party no later than one year before such expiration, then this Agreement shall terminate at the end of the then current Term.

This Agreement may be terminated by either Party upon material breach of this Agreement by the other Party. The breaching Party shall be given written notice of the material breach and granted thirty (30) days to cure said breach.

This Agreement may also be terminated by either Party without cause upon written notice given by the terminating Party to the other Party effective at the end of the then current school year and provided such written notice is given not less than ninety (90) days prior to the end of such school year.

Upon expiration of the Term or the earlier termination of this Agreement, the Parties will collaborate in good faith to determine an appropriate disposition of all material matters including, without limitation: any associated documentation, fees, equipment or facilities related to the Agreement. In addition, upon expiration of the Term or the earlier termination of this Agreement, the Board will immediately cease all use of the name "Trinity."

3. Components of Relationship. Consistent with their respective missions, the Parties have chosen to establish a formal relationship under this Agreement, in order to work in a collaborative fashion to their mutual benefit and that of their respective constituents, particularly the students from the Academy and the College. The cooperation created hereunder, may include, but not be limited to, the following components.

a. School Governance Council ("SGC"): The School Governance Council shall follow the structure delineated in the State of Connecticut Magnet Operating Plan (the "Plan"). In the event of a conflict between the terms of the Plan and the terms of Exhibit B, the terms of the Plan shall control and prevail.

b. Faculty: Faculty from the College have the discretion to be involved in the design and periodic evaluation and redesign of academic programs. All programs will be designed in partnership with Hartford Public Schools staff designated by the Superintendent of Schools for the purposes of planning and implementation with fidelity to the Design Specifications for the Academy approved by the Board (Exhibit A).

c. Students: Students from the College may serve as tutors and mentors at the Academy and will be afforded priority placement for internships, teaching positions and other training opportunities.

d. Pre-9th Grade Writing & Study Skills Program: Both Parties are in agreement that critical thinking and writing skills will be a major focus in all four years of the HMTCA program. As such, HMTCA students will participate in an intensive writing and study skills development program during the summer prior to entering the 9th grade. These students must complete the program satisfactorily in order to commence 9th grade at HMTCA. The program will be co-taught by faculty from the College and from HMTCA. Hartford will provide funding for employees of the Hartford Public Schools that teach in the program and Trinity College will provide funding for Trinity faculty and staff that teach in the program. Trinity College faculty will collaborate with HMTCA staff to develop periodic, formal evaluation of the summer writing program.

e. Programs for 10th and 11th Grade Students: Trinity College faculty and HMTCA staff will collaborate to develop programs for 10th and 11th grade HMTCA students that promote educational equity, particularly in the areas of academic enrichment, student leadership, and multicultural and multilingual education. In addition, there shall be a 10th grade summer learning experience on the Trinity College campus, which will be designed in collaboration with the Partnership Committee.

f. Early College Program: The parties intend to permit qualified HMTCA students to apply to take courses at the College that would typically be taken by first year college students. HMTCA students may apply in the second half of their junior year of high school to take such courses during their senior year of high school. Students who are admitted to such courses will earn College credit for courses that they successfully complete. The College, in the sole discretion of its Faculty, will set the standards to be met by HMTCA students for admission to a course(s), and the College will apprise HMTCA of the rationale for the standards and for changes to them from time to time as the College sees changes in higher education for which HMTCA students will need to prepare. HMTCA students who meet the program standards prior to their senior year will require special approval from the Dean of Faculty office.

The Parties understand that a student who receives college course credit from Trinity College may or may not be able to have that course credit recognized at a college other than Trinity and that in some cases the student may simply be permitted to place out of a course at the college they attend as opposed to

offsetting the number of credits they must earn while in their college to graduate. Although it is probable that credits from Trinity will be accepted at other institutions, Trinity cannot warrant in any way that all colleges and universities will recognize all credits an HMTCA student may earn at Trinity.

The Faculty of the College and the Registrar of the College, solely, will determine whether there is space available in any college level course to accommodate a qualified high school senior from HMTCA. The parties recognize that it will be difficult for students to qualify to take college classes at Trinity, and that Trinity promotes to its own students and their families that the College offers small class sizes. Nonetheless, the Parties will make it an on-going priority to work diligently to accommodate qualified students as the Early College Program becomes successful.

At the point in which the numbers of HMTCA students who qualify becomes too great for the College to absorb and yet continue to meet its own standards, the Board and the College will collaborate to determine how best to address this demand. Initially, the Board will pay the College \$1,000.00 per course taken by a qualified HMTCA student. The College will have the right to inflate this cost annually in accordance with the Consumer Price Index ("CPI").

g. Acceptance to The College: The College desires to identify qualified students - especially from Hartford - for admission to Trinity. The College's standards for admission are among the toughest in the United States along with those of the College's peer liberal arts institutions. The College will work with HMTCA to identify qualified students, recognizing that some of them may be spotted early in their careers at HMTCA during their middle school and early high school grades. Nonetheless, there can be no inference that successfully completing his or her work at HMTCA will lead to admission to Trinity, but Trinity will help to assess students' performance throughout their years at HMTCA to enhance their opportunities to gain admission to college, first and foremost, and possibly to Trinity or other elite colleges and universities. Trinity will also assist students from HMTCA to understand what sources of financial aid may be available to them wherever they are admitted to college, including Trinity.

h. Funding Acquisition: The Parties may collaborate to seek external and internal funding to fund and improve components of the relationship defined in this agreement. The Hartford Public Schools shall fund HMTCA through the Hartford Public Schools' Student Based Budget system approved by the Board. In addition, the Board agrees to pursue the necessary funding for HMTCA's facility

needs. This includes any special funding allocations, capital funds, or other discretionary resources available to Hartford Public Schools for use by its individual schools. The Board represents that it will use all good faith efforts to secure the necessary appropriations for the current operation of HMTCA and for the HMTCA's facility growth needs.

i. Facilities: The Board will utilize its existing space in the Learning Corridor to provide classrooms for the grades 6-8 and 9-12th grade program. In addition, the College will work to create space and schedule time for seniors in high school to take some of their senior year high school level courses on Trinity's campus to the maximum extent possible.

j. Partnership Committee: The College will convene a Partnership Committee. This committee will meet at least once per academic semester to plan HMTCA events at Trinity, develop and review HMTCA student policies at the College, and consider and recommend ways to improve collaboration and cooperation between HMTCA and the College. The committee shall be chaired by the Director of Urban Education Initiatives, or a designee of the Dean of Faculty office. The committee shall include at least one HMTCA administrator and teacher, College Faculty member, College staff, one HMTCA parent, and if possible one HMTCA high school student and one College student. Selection of the committee will be by appointment of the Partnership Committee Chair and Principal of HMTCA.

k. Research and Practice Collaboration: The College and HMTCA will collaborate to the greatest extent feasible on research and practice that benefits both institutions such as faculty and staff capacity building (e.g. professional development) and student projects that may foster educational equity. Topics for faculty and staff capacity building and student projects shall include, but are not limited to, cultural competence training and opportunities for multicultural and multilingual education.

4. Insurance. Each Party shall at all times that this Agreement is in effect maintain general liability insurance and property insurance on its present and future properties, assets, and business against such casualties, risks and contingencies, and in such types and amounts, as is consistent with customary industry practices and standards.

a. Worker's Compensation. The Parties shall carry: (i) Worker's Compensation insurance covering all of its employees per statutory limits for performing services under this Master Agreement; and (ii) Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000).

b. Comprehensive and Property Damage Liability. Each Party shall each carry occurrence form, Primary Commercial General Liability Insurance in minimum limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate, combined single limit on One Million Dollars (\$1,000,000) bodily injury and One Million Dollars (\$1,000,000) property damage and Two Million Dollars (\$2,000,000) general aggregate.

Within thirty (30) days after the Effective Date, all general liability insurance of each Party shall name the other Party as an additional insured and all property insurance of each Party shall name the other Party as a loss payee.

In the event of failure by either Party to provide and maintain insurance as herein provided, the other Party may, at its option, provide such insurance and charge the amount thereof to the Party that failed to provide and maintain the required insurance.

Each Party shall furnish the other Party upon its request with certificates of insurance and policies evidencing compliance with the foregoing insurance provisions of this Agreement

5. Indemnification. Without limiting any other rights or remedies any Party may have, each Party (an "Indemnitor") shall indemnify and hold harmless the other Party and its members, subsidiaries, shareholders, officers, directors, employees and agents (collectively, the "Indemnitees"), against any and all regulatory fines, penalties or adjustments, costs of governmental investigations, loss, cost, claim, damage, liability or expense (including reasonable attorney's and accountant's fees, costs of suit and cost of appeal) incurred by an Indemnatee caused by the negligence or wanton malfeasance of the Indemnitor or its members, subsidiaries, shareholders, officers, directors, employees and agents

6. Entire Agreement. All understandings and agreements heretofore had between the Parties with respect to such matters are hereby merged into this Agreement. This Agreement may not be amended, modified, altered or changed in any respect, whatsoever, except by a further agreement in writing, fully executed by each of the Parties hereto.

7. Construction of Agreement. The preparation of this Agreement has been a joint effort of the Parties, and, as such, the resulting document shall not be construed more severely against one of the Parties than the other.

8. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this

Agreement or the intent of any provision hereof.

9. Notices. Any notice, demand, offer or other written instrument required or permitted to be given, made or sent under this Agreement ("Notice") shall be in writing, signed by or on behalf of the Party giving such Notice, and shall be hand delivered or sent, postage prepaid, by recognized national overnight courier, or by certified mail, return receipt requested, addressed as follows:

TO HARTFORD BOARD OF EDUCATION:

Superintendent Board of
Education 960 Main Street,
8th Floor Hartford,
Connecticut 06103

With a copy to:

Executive Director of Institutional Advancement Board of Education 960
Main Street, 8th Floor
Hartford, Connecticut 06103

TO THE TRUSTEE OF TRINITY COLLEGE:

President and
The Trustees of Trinity College
300 Summit Street
Hartford, Connecticut 06106

With a copy to:

Vice President Finance & Operations/Treasurer
The Trustees of Trinity College, 300 Summit
Street Hartford, Connecticut 06106

Notice shall be effective upon receipt.

Either Party may change its address set forth in this Section by giving Notice to the other Party in accordance with this Section.

10. Original Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together shall be considered one document.

11. Invalidity of Portion of Agreement. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted in such a way and with such meaning to render such portion valid or consistent.

12. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns.

14. Force Majeure. Except as otherwise specifically provided elsewhere in this Agreement, in any case where a Party may be required to do any act, the time for such performance shall be extended by the period of delays caused by fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, or other causes beyond the reasonable control of the Party.

15. Relationship. The Parties are independent contractors. Nothing in this Agreement is considered to create or imply any relationship between the Parties in the nature of any joint venture, employer/employee, principal/agent or partnership. No Party or its applicable personnel:

- a. becomes an employee of the other Party; or
- b. has any authority to - nor has a right to attempt to - assume any obligation by or on behalf of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

WITNESSED BY:

HARTFORD BOARD OF EDUCATION

Name


By: _____

Name

Its: Duly Authorized _____


Name

THE TRUSTEES OF TRINITY COLLEGE


Name

By: 
Name

Its: Duly Authorized President

Approved as to form and legality: